

Rd H Great Brit. - George III No 13

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Sale of certain Lands, Tenements, and Hereditaments in the Parishes of *Witham Frary*, *Marston*, or *Nunny*, in the County of *Somerset*, devised and limited by the Will of Sir *William Wyndham*, Baronet, deceased; and for laying out the Money arising by such Sale in the Purchase of other Lands and Hereditaments to be settled to the same Uses (except as therein mentioned).



Whereas Sir *William Wyndham*, late of *Orchard Wyndham*, in the County of *Somerset*, Baronet, deceased, duly made and published his last Will and Testament in Writing, bearing Date the Twenty-ninth Day of *March* One thousand Seven hundred and Forty, and thereby gave and bequeathed all his Lands, Tenements, and Hereditaments which were lying and being in the Parishes of *Witham Frary*, *Marston*, or *Nunny*, in Com' *Somerset*, to his Kinsman *Peregrine Palmer*, Esquire, of *Fairfeild*, and to Mr. *William Leigh* of *Barden* in the Parish

rish of *St. Decumans*, in *Com' Somerset*, their Executors and Administrators, for the Term of Five hundred Years, to commence from the Day of his Death, without Impeachment of Waste, upon the Trusts therein and herein after-mentioned; and from and after the End, Surrender, or other Determination of the said Term of Five hundred Years to the Use of his Son *Charles Wyndbam*, now the Right Honourable *Charles* Earl of *Egremont*, during the Term of his Life without Impeachment of Waste; and after the Determination of that Estate to the Use of *John Bampfylde* and *Thomas Carew*, Esquires, and their Heirs, during the Life of his said Son *Charles*, upon Trust to preserve the contingent Uses and Estates therein after limited; and from and after his Decease to the Use of the First Son of the Body of his said Son *Charles* lawfully issuing; and for Default of such Issue to the Use of the Second, Third, and all and every other the Son and Sons of his said Son *Charles* lawfully to be begotten severally and successively one after another, and in Order and Course as they should be in Order and Seniority of Age and Priority of Birth, and the several Heirs Male of their several and respective Bodies lawfully issuing; and for Default of such Issue to the Use of his the Testator's Son *Percy Wyndbam*, now the Right Honourable *Percy Wyndbam O'Brian*, Earl of *Thomond* in the Kingdom of *Ireland*, during the Term of his Life, without Impeachment of Waste; and after the Determination of that Estate to the Use of the afore-named *John Bampfylde* and *Thomas Carew*, and their Heirs, during the Life of his said Son *Percy*, upon Trust to preserve the contingent Uses and Estates; and after his Decease to the Use of the First, Second, Third, and every other Son and Sons by his (the Testator's) said Son *Percy* to be lawfully begotten severally and successively, and to the several Heirs Male of their several and respective Bodies lawfully issuing, according to the Course of Descent and Rule of Succession there before prescribed for the Issue of his Son *Charles Wyndbam*. And the Testator thereby declared, that the said Term of Five hundred Years was limited to the said *Peregrine Palmer* and *William Leigh*, and their Heirs, upon Trust, and to the Intent and Purpose that they should, by the Ways and Means therein mentioned, levy and raise the Sum of Five thousand Pounds for the Use of his dear Wife the Marchioness of *Blandford*, in pursuance of the Articles made between them at the time of their Marriage; and also such further Sums of Money as, together with the Residue of his Personal Estate not particularly disposed of by his Will, should be sufficient to pay all his Debts, Legacies, and Funeral Expences; and after Payment thereof the Testator willed, that it should be lawful for the said *Peregrine Palmer* and *William Leigh*, their Executors, Administrators, and Assigns, to surrender the said Term of Five hundred Years to the Person or Persons next in Reversion or Remainder to whom the same Lands stood limited by that his Will; and the Testator thereby appointed his said Son *Charles*, now Earl of *Egremont*, sole Executor of his said Will and residuary Legatee of his Personal Estate:

And whereas the said Sir *William Wyndbam*, the Testator, departed this Life soon after making his said Will, without revoking or altering the same, leaving the said *Charles*, now Earl of *Egremont*, and *Percy Wyndbam O'Brian*, now Earl of *Tbomond* in the Kingdom of *Ireland*, his Sons, who both survived him; and the said *Charles*, now Earl of *Egremont*, the Executor in the said Will named, proved the same in common Form in the Prerogative Court of the Archbishop of *Canterbury*; and the said Legacy, or Sum of Five thousand Pounds, so payable to the Marchioness of *Blandford*, hath been since satisfied or discharged, as have been the other Debts, Legacies, and Funeral Expences of the said Sir *William Wyndbam*:

And whereas the said *Charles* Earl of *Egremont* hath Issue of his Body now living, Three Sons; namely, the Right Honourable *George Wyndbam*, commonly called Lord *Cockermouth*, *Percy Charles Wyndbam*, and *Charles William Wyndbam*, Infants under the Age of Twenty-one Years; and the said *Percy Wyndbam O'Brian*, Earl of *Tbomond* in the Kingdom of *Ireland*, is unmarried and without Issue Male of his Body:

And whereas the Estates devised and limited by the said Will of the said Sir *William Wyndbam* as aforesaid, lie at a Distance and remote from the Bulk of the Family Estate of the said *Charles* Earl of *Egremont*, and from his Capital Mansion-house or Seat at *Petworth*, in the County of *Sussex*, and are attended with Inconvenience and considerable Expences in the Support of the Mansion-house and Park belonging thereto, which are now become useless to the said *Charles* Earl of *Egremont* by virtue of his Ownership of the said Capital Mansion-house or Seat at *Petworth*, the usual Place of his Residence in the Country:

For which Reasons, and as it will be for the Benefit and Advantage of the several Persons to whom the Premises are devised by the said Testator's Will, and a convenient Opportunity now offering for that Purpose, the said *Charles* Earl of *Egremont* is desirous, and the said *Percy Wyndbam O'Brian* Earl of *Tbomond*, hath consented, that the same Lands, Tenements, and Hereditaments may be sold and disposed of, and the Money to arise by such Sale may be laid out and disposed of in some other suitable Purchase or Purchases of other Freehold Lands, Tenements, and Hereditaments situated more conveniently to the Estates of the said *Charles* Earl of *Egremont*, and to be settled to the same Uses and in such Manner (except as to the said Term of Five hundred Years so limited as aforesaid) as the Premises which shall be so sold do now stand settled and limited by the said recited Will; But by reason of the Limitations contained in the said recited Will, and the Infancy of the said *George Wyndbam*, commonly called Lord *Cockermouth*, and *Percy Charles Wyndbam*, and *Charles William Wyndbam*, the Children, such Sale cannot be effected, nor a good Title made to a Purchaser of the Premises so proposed to be sold, without the Aid and Authority of Parliament:

Wherefore,

Wherefore, Your MAJESTY's most dutiful and loyal Subjects the said Charles Earl of *Egremont*, for himself and on Behalf of the said George Wyndbam, commonly called Lord *Cockermouth*, and Percy Charles Wyndbam, and Charles William Wyndbam, his Infant Children, and also the said Percy Wyndbam O'Brian, Earl of *Thomond* in the Kingdom of *Ireland*,

Do most humbly beseech Your most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the said Lands, Tenements, and Hereditaments lying and being in the Parishes of *Witbam Frary*, *Marston*, and *Nunny*, in the said County of *Somerset*, and all other the Manors, Lands, Tenements, Tithes, and Hereditaments which were heretofore the Estate of *Hopton Wyndbam*, Esquire, deceased, and by him devised to the said Sir *William Wyndbam* and the Heirs Male of his Body, and whereof the said Sir *William Wyndbam* suffered a common Recovery, and declared the Uses to himself and his Heirs, and afterwards devised the same by his said Will as aforesaid, and all Ways, Paths, Passages, Waters, Watercourses, Easements, Moors, Marshes, Woods, Underwoods, Coppices, Courts Leet, View of Frank-pledge, Profits and Perquisites of Courts, Rights, Royalties, Liberties, Privileges, Immunities, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatsoever to the said Manors, Messuages, Farms, Lands, Tithes, and Premises, or to any or either of them, or to any Part or Parcel of them, or either of them, belonging, incident, or appertaining, or to or with them, or any or either of them, now or at any time heretofore accepted, reputed, used, deemed, taken, known, occupied, or enjoyed as Part, Parcel, or Member of them, or of any or either of them; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the same Premises shall, on and immediately from and after the Day of One thousand Seven hundred and Sixty-two, be settled upon and vested in, and the same are hereby immediately from thenceforth settled upon and vested in, the Right Honourable George Earl of *Tyrconnell* in the Kingdom of *Ireland*, and the Right Honourable George Grenville, Treasurer of the Navy, their Heirs and Assigns, to the Use of them the said George Earl of *Tyrconnell* and George Grenville, their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, exonerated, and indemnified, of, from, and against all and every the Uses, Trusts, Estates, Conditions, Limitations, Intails, Term and Terms of Years, Charges, Powers, Provisoos, Remainders, and Contingencies, limited, created, expressed, provided, and declared, of and concerning the same, in and by the Will of the said Sir *William Wyndbam*, deceased, herein before recited; but nevertheless upon the Trusts, and to and for the Ends, Intents, and Purposes herein after-mentioned,

mentioned, expressed, and declared; that is to say, Upon Trust that they the said *George Earl of Tyrconnell* and *George Grenville*, and the Survivor of them, and the Heirs of such Survivor, shall and do with all convenient Speed, by and with the Consent and Approbation of the said *Charles Earl of Egremont*, if living, to be testified by Writing under his Hand and Seal; but if dead, then by and with the Consent and Approbation of such Person or Persons who would for the Time being have been intitled to the Possession of the said Real Estates by virtue of the said recited Will, in case this Act had not been made; and in case such Person or Persons shall be an Infant or Infants, then with the Approbation of his, her, or their Guardian or Guardians, to be signified as aforesaid, absolutely sell, convey, and dispose of all and every the Manors, Messuages, Tithes, Lands, Tenements, Hereditaments, and Premises hereby vested in them as aforesaid, either intirely or in Parcels, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, or of any Part thereof, for the most Money and best Price and Prices that they can get for the same: And also upon Trust that they the said *George Earl of Tyrconnell* and *George Grenville*, or the Survivor of them, or the Heirs of such Survivor, shall and do, with the like Consent and Approbation of the said *Charles Earl of Egremont*, if living; but if dead of such Person or Persons as aforesaid, to be testified as aforesaid, pay, lay out, apply, and dispose of the Money arising and to be produced by such Sale or Sales as aforesaid, in Manner following; that is to say, In the First Place, for paying and defraying the Charges and Expences attending the passing this Act, and the making, executing, and completing such Sales and Conveyances as aforesaid; and in the next Place, do and shall lay out, apply, and dispose of the Residue and Surplus of the Money arising by such Sale or Sales, which shall remain after and not be applied for the Purposes before-mentioned, in One or more Purchase or Purchases of Freehold Lands, Tenements, and Hereditaments situate in that Part of *Great Britain* called *England*, in Fee-simple in Possession; and also shall and do, immediately after such Purchase or Purchases shall be so made, by and with the like Consent and Approbation, to be testified as aforesaid, or at the Trustees own Discretion, settle, convey, and assure the Messuages, Lands, Tenements, and Hereditaments so to be purchased to, for, upon, and subject to such and the same Uses, Estates, Trusts, Intents, and Purposes, and under and subject to such and the same Powers, Provisoos, Conditions, and Limitations, as in and by the said Will of the said *Sir William Wyndbam*, deceased, herein before recited, are limited, created, provided, expressed, and declared of and concerning the Manors, Messuages, Tithes, Lands, Tenements, Hereditaments, and Premises hereby vested in Trust to be sold as aforesaid, or such or so many of them as shall be then existing undetermined, or capable of taking Effect, or as near thereto as by the Rules of Law or Equity the same can be done (the Term of Five hundred Years in and by the said Will of the said *Sir William Wyndbam* created, of and concerning the Manors, Messuages, Tithes, Lands, Tenements, and Hereditaments hereby vested in Trust to be sold as aforesaid, upon the Trusts and for the Purposes herein before and in the said

Will mentioned, and which Trusts and Purposes have been fully satisfied and accomplished, only excepted).

And it is hereby further Enacted and Declared, by the Authority aforesaid, That in the mean time and until such Sale or Sales and Conveyances shall be made of the said Estates respectively as aforesaid, the said *George Earl of Tyrconnell* and *George Grenville*, and the Survivor of them, and his Heirs, shall and do permit and suffer the Rents, Issues, and Profits of the Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, hereby vested in them and their Heirs in Trust to be sold as aforesaid, to be had, received, and taken by such Person or Persons, as would for the Time being have been intitled to receive the same in case this Act had not been made.

And, for promoting and facilitating the Sale of the said Estates hereby vested in Trust to be sold as aforesaid for the Purposes of this Act, **it is hereby further Enacted and Declared,** That all and every Person and Persons to whom the said *George Earl of Tyrconnell* and *George Grenville*, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall, by virtue and in pursuance of this Act, make any Sale or Conveyance of all or any Part or Parts of the Manors, Messuages, Lands, Tenements, Tithes, Hereditaments, and Premises hereby vested in them in Trust to be sold as aforesaid, and the respective Heirs and Assigns of such Purchaser or Purchasers, shall and may, upon and from and immediately after the Payment of the Sum and Sums of Monies which they shall contract to pay for such Purchase or Purchases to the said Trustees, or the Survivor of them, or the Heirs of such Survivor, and the completing the respective Conveyances thereof, have, hold, and enjoy the Manors, Messuages, Lands, Tenements, and Hereditaments by them respectively to be purchased, absolutely freed and discharged of and from all and every the Estates, Uses, Trusts, Powers, Provisoes, Limitations, Term and Terms of Years, Entails, Remainders, Reversions, and Contingencies in and by the Will of the said *Sir William Wyndham*, deceased, limited, created, provided, expressed, and declared of and concerning the same, or any Part thereof: And also that the Receipt or Receipts of the said *George Earl of Tyrconnell* and *George Grenville*, or the Survivor of them, or the Heirs or Assigns of such Survivor, under their or his Hands or Hand respectively, shall from time to time be a good and effectual Discharge to the Purchaser or Purchasers of the same Premises, or any Part thereof, his, her, and their Heirs, Executors, and Administrators, of and for so much of the Purchase-Money as in such Receipt or Receipts shall be expressed to be received; and after such Receipt or Receipts shall be given, such Purchaser and Purchasers shall be, and he, she, and they respectively are hereby absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application of the said Purchase-Money, or any Part thereof.

And

And it is hereby further Enacted and Declared, by the Authority aforesaid, That in the mean time, from and after any Sale, Conveyance, and Assurance of the Estates hereby vested in Trust to be sold as aforesaid, or any Part thereof, shall be made and executed, and until such other Lands, Tenements, and Hereditaments, hereby directed to be purchased with the Residue of the Money arising by such Sale and Sales, which shall remain after and not be applied for the Purposes before-mentioned, can be purchased accordingly; it shall and may be lawful to and for the said *George Earl of Tyrconnell* and *George Grenville*, and the Survivor of them, his Heirs, Executors, Administrators, and Assigns, by and with the Consent and Approbation of the Person or Persons who would for the Time being be intitled to the Possession of the Premises if purchased; and in case of his, her, or their Minority or Minorities, then with the Approbation of his, her, or their Guardian or Guardians, to place out the Residue of the Money to arise by Sale of the Estates hereby vested in Trust to be sold, or such Part thereof as shall be from time to time remaining uninvested, in the Purchase of other Messuages, Lands, Tenements, and Hereditaments, under the Trust and Direction aforesaid, upon Real or Parliamentary Securities, or in the Public Funds, or in any Government Securities, or in *East India* Bonds, at Interest, in their Names, or in the Name or Names of the Survivor of them; and also from time to time, with the like Approbation and Consent, to call in the Principal Money so to be placed out, and to place out the same again at Interest upon new or other Securities of the like Nature; and that the Interest, Dividends, and yearly Proceed to arise and be produced from such Funds or Securities respectively, shall from time to time be paid to, or applied for the Benefit of, such Person or Persons as would for the Time being be intitled to receive the Rents, Issues, and Profits of the Lands and Hereditaments hereby directed to be purchased, in case the same were purchased and settled pursuant to this Act.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That the said *George Earl of Tyrconnell* and *George Grenville* shall not, nor shall either of them, or the Heirs, Executors, or Administrators of either of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money as he or they shall respectively actually receive, and not for any Banker, Goldsmith, or Agent with whom the said Trust-Money, or any Part thereof, shall be deposited for safe Custody; nor shall they, any, or either of them, be answerable for any Defect of Title of or in all or any the Messuages, Lands, or Hereditaments to be purchased in pursuance of this Act; nor shall any One of them be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of any other or others of them: And also that the said *George Earl of Tyrconnell* and *George Grenville*, their respective Heirs, Executors, and Administrators, shall and may, by and out of the Rents, Issues, and Profits of the Premises hereby vested in them in Trust to be sold as aforesaid, or the Money to arise by the Sale thereof, retain to

to and reimburse themselves all Costs, Charges, Damages, and Expences which they respectively shall or may sustain, expend, or be put unto in and about the Execution, Defence, or Maintenance of the Trusts hereby in them respectively reposed, or in any-wise relating to or concerning the same.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Charles Earl of Egremont, Percy Wyndham O'Brian, Earl of Thomond* in the Kingdom of Ireland, and the First and other Son and Sons of their respective Bodies begotten or to be begotten, and the Heirs Male of the respective Bodies of all and every such Son and Sons; and the said *Peregrine Palmer, William Leigh, John Bampfylde, and Thomas Carew*, the Trustees named in the Will of the said Sir *William Wyndham*, and their Heirs, in respect of any Estate vested in them by the said Will, and the right Heirs of the said Sir *William Wyndham*, deceased); all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Messuages, Lands, Tithes, Hereditaments, and Premises hereby vested in Trust to be sold as aforesaid, and every or any Part thereof, as they, every or any of them, had before the passing this Act, or could or might have had or enjoyed in case this Act had not been made.

An ACT for Sale of certain Lands, Tenements, and Hereditaments in the Parishes of *Whitton Frey, Marston, or Newry*, in the County of *Somerset*, devised and limited by the Will of Sir *William Wyndham*, Baronet, deceased; and for laying out the Money arising by such Sale in the Purchase of other Lands and Hereditaments to be settled to the same Uses (except as therein mentioned).